

1891-022 Chancery Causes: Newton Wygal vs. George Holliday &
Lee Co.

Query, Cork, Quarry, Querrey

CA-Debt

T-Property

Business

Additional Information:

lumber & sawmill

To The Hon. A. S. K. Morrison Judge of
the Circuit Court of Lee County Va:

Your orator Newton Hygab, who
humbly complaining would respectfully
represent, that heretofore, in the early
part of 1889, he entered into a contract
with George Holliday and Benj. H. Querry
which while not a partnership tech-
nically was of that nature.

The said Holliday and Querry, repre-
sented themselves as the owners and
operators of a steam Engine sawmill
used for cutting logs into lumber &
boards for building fencing and the
like purposes. Your orator was the
owner of a large quantity of poplar
oak and other timber suitable for
the saw purposes aforesaid.

It was therefore to the mutual advan-
tage of the said Holliday & Querry to
enter into terms of and concerning the
manufacture of said timber: and they
did so agree. The said Holliday &
Querry were to move their Engine &
saw Mill upon your orator's premises
designated and agreed upon, and your
orator was to cut into suitable lengths
his trees, and deliver them on said saw
yard, and there being no water at

the place to run the engine your orator undertook to furnish that also. The said Holliday & Querry were to furnish every thing else, run said mill and cut into lumber or boards all the logs your orator would furnish into such widths, thicknesses, and lengths as might be agreed upon, or required by their customers.

This lumber the said Holliday & Querry were to sell and collect the money therefor, and pay over one half of said sales to your orator and retain to order such lumber as was cut for your orator he was of course to account for in the same way, and so with the other contracting parties.

Under this agreement said Engineer saw-mill was moved upon said premises, and your orator entered actively into the cutting and delivery of his said timber, and it was understood and agreed that saw-mill should during the existence of this contract be operated only on the timber furnished by your orator. There was a large amount of said timber, so manufactured and sold to divers persons in varying amounts and at different prices - a good

many collections made and several partial divisions and payments made to your orator amounting all to some \$720. But there was a large amount of said lumber sold and the proceeds collected, by said ^{Holliday} Querry and never paid over or accounted for to your orator.

The exact amount of which he is unable to state, but he knows of about \$524.00 collected and due from customers not yet collected; one half of which is due your orator. In the meantime it was thought advantageous by said mill men to remove their plant some quarter of a mile further from said timber and they thereupon undertook, the delivery of your orator's logs to this new yard upon terms agreed upon. And said mill was so accordingly removed and the delivery of a part of your orator's logs and the hauling of the water undertaken by said Holliday & Querry and your orator fully paid them therefor.

While thus in operation at its new location, and while your orator had upon the yard some 600 or 700 saw log, delivered under the contract aforesaid and was ready to deliver many more

already cut and others to be cut and before the said Holliday & Querry had delivered near all they had agreed to deliver to the new plant, they sold out their mill and fixtures, and announced their purpose not to further execute the said Contract and agreement.

And they have actually delivered the said saw mill & engine to their vendue, and gone away and abandoned the further prosecution of said work and agreement.

Your orator charges that they have collected some \$300, more than their half of the bills sold by them, and that there is due them \$300, for said lumber yet uncollected, one half of which is due your orator, One A. W. Cook owes them the sum of \$250⁰⁰ or about that amount, and ^{there are} other sums due them from other parties not ^{yet} ascertained by your orator.

And this is all that is due them for sales known to your orator yet uncollected - all of which if paid to your orator will not make him equal in am'ts received to said Holliday & Querry who will unless restrained, collect this

debt also. As they sold the bill to ~~your~~
said Cook and not your crator, the said
Cook refuses as properly may as your
crator is advised payment to him.

Your crator charges that said Holliday
and Querry are each insolvent, and
not pecuniarily liable for said debt
should they collect the same from said
A. W. Cook. And that should they so
collect it your crator will loose the
same, and that it will not if paid
over to him, pay and discharge the
amt due your crator on his half
of said lumber so sawed and sold
cut of his timber aforesaid.

Besides your crator is greatly dam-
aged by the failure of said Holliday
& Querry to deliver the logs aforesaid
and to saw and manufacture as well
those delivered as those cut and ready
for delivery - that is by their failure
to comply with their contract, upon
their part, fully complied with by
your crator upon his part, he has sus-
tained damages not less than \$ 300. of
which full and ample proof can if
deemed proper will be in due time
made. Should your crator allow the
collection of said Cook debt, owing

to the insolvency of the said Halliday & Querry he would have no means of enforcing his just demands against them.

The object of this bill therefore, owing to the long and complicated account between the parties, is to have an account taken showing the amount of lumber sawed, and sold to whom sold and at what price, how much has been collected and from whom how much is still uncollected and from whom due - And how much has been received by your orator and how much by said Halliday & Querry.

And owing to the insolvency of the parties aforesaid that they be enjoined and inhibited from collecting, any further sums for the sale of said lumber from any persons, and especially from A. W. Cook - That said A. W. Cook and all other persons be enjoined and inhibited from paying over the same

That an issue be directed before the law side of this Court to enquire into and ascertain the damages sustained by your orator on account of the failure of the said Halliday & Querry to perform

their Contract aforesaid; and that they be compelled to specifically execute the same or pay said damages. That a receiver be appointed to collect and hold said lumber debt, subject to the future orders of this Court.

The premises Considered therefore your orator prays that, George Hollicday & Benj. H. Querry and A. W. Cook be made parties defendant, to this bill, that they answer the same but they need not do so upon oath that being expressly waived. That an account be taken showing the am. t of lumber sold to whom and at what price how much has been collected & from whom; how much is still due & from whom - How much has been received by said Hollicday & Querry. That they be required to specifically perform the same or pay such damages as may be awarded against them. That they be enjoined and inhibited from making any further collections of said lumber debt, and especially that from A. W. Cook That A. W. Cook be enjoined from paying the same over to said Hollicday or Querry their agent or atty, until so directed by a future order of this Court That a receiver be appointed to collect

Mr. Term and
defts filed and
General Replication
thereto by Defs-

$$\begin{array}{r} 13.73 \\ 2 \quad 1.50 \\ \hline 15.23 \end{array}$$

27 { Bill - Luperon.
Holiday & Quing et al.

Inspection granted pursuant
 to the prayer of the issuing Halliday
 & Leachman from collection and
 of the debts due for lumber
 upon contracts in the bill
 mentioned & also issuing A
 W back from paying to ^{the} ~~the~~
 them a certain debt of \$250
 for lumber in the bill
 mentioned until further order
 of this court but this
 inspection will only
 become operative upon
 the plaintiff or some one
 for him executing bond before
 the clerk of this court in
 the penalty of \$1000. ^{to} Conditioned
 to pay all damages occasioned
 by this inspection with good
 personal security in said bond
 & said bond shall be as absolutely
 as stout negro
 To wit let. let } 1st Division
 Lee Carroll & Co }
 Feb 17 1890

1870. Mr. William B. Fildes
2nd and 3rd D. C. Fildes
2nd Mr. J. C. Fildes & Son
Not bearing by, Prof.

and held the same under the direction
of this Court. And for all other further
and General relief.

Virginia
Richmond 15th Decemr - 1849

Decremty to wit: -
Newton Hyatt this day personally
appeared before me and made oath
that the statements made in the
foregoing Bill are true so far as
they depend upon his own knowledge
and that so far as they depend upon
information derived from others he believes
them to be true. Given under my hand this 15th day
12th 1849.

Wm. H. Smith Clerk

1 To The Hon. H. S. K. Morrison, Judge of the Cir-
2 cuit Court for the County, &c.

3 The joint-answer of George Holiday
4 and Benj. J. Gurry (called in complaint like Benj-
5 J. Gurry) to a bill of complaint filed in this
6 honorable court against them and R. W. Cook
7 by Newton Hygal.

8 Your respondents reserving to themselves
9 the benefit of all first exceptions to said
10 bill, are advised that said bill is un-
11 sufficient in Law, but if mistaken in this
12 their demurrer and further answer
13 be required of them, answering they say:
14 That it was true that your respondents were
15 the owners and operators of a steam-engine
16 and saw-mill in the early part of the year
17 1889; that said complainant was as your
18 respondents suppose the owner of a certain
19 tract of land on which grew poplar
20 and oak timber suitable for cutting into
21 lumber and boards for building, fencing
22 and purposes of the like kind; that your
23 respondents agreed to move their mill and engine
24 upon the said premises of the complainant and
25 at a particular place thereon agreed upon,
26 for the purpose of cutting, sawing, and manufac-
27 turing such of said complainant's said timber
28 into lumber and boards, and of such widths,
29 and thicknesses as might be agreed upon,
30 or required by their customers; that said
31 complainant was to cut into suitable lengths
said timber, deliver the same at the saw-mill,

1 and furnish at the place water necessary
2 to run the engine of your respondents;
3 that there was a large amount of said
4 timber manufactured and sold by your
5 respondents to divers persons, and varying
6 amounts, and at different prices. A good
7 many calculations made relative to said
8 lumber and several partial payments
9 ^{on account of said sales} and one complete settlement ^{with complaint} made.
10 Your respondents here file a statement (Ex. 2)
11 showing the lumber, boards &c. sawed out
12 of said timber, persons to whom the same
13 sold, the prices and amounts obtained therefor,
14 and what has been paid said complainant
15 and the amounts retained by them, which is to
16 be taken as a part of your respondents
17 answer to said bill.

18 That it is also true, that your respondents did
19 move their mill from their first plant to another
20 point on said land, but they emphatically
21 deny that they were to move their mill, haul
22 said complainant's logs and water to said
23 new plant at their own expense and without
24 pay as the allegations of said complainant's bill
25 would seem to indicate. As to this matter your
26 respondents allege and aver that said mill
27 and engine were moved at the instance and
28 request of the complainant, he agreeing and
29 promising them that if they would move their
30 mill &c to said last plant, that he would
31 clean off the mill yard, and be to the
32 expense of moving said mill to said plant,

1 all of which he failed to do. At said new
2 plant your respondents agreed to deliver
3 one hundred and twenty-five of complainants
4 said logs and haul the water necessary
5 to run said engine to saw about nine
6 hundred logs, the complainant furnishing
7 the wagon upon which to haul said water.
8 Your respondents aver that they did deliver said
9 125 logs on the mill-yard and all the water
10 that was used at said last plant, but
11 on the other hand said complainant failed
12 and refused to furnish said wagon upon
13 which to haul said water.

14 Your respondents will also admit that they
15 did sell and dispose of their said saw-mill
16 and engine before all of said complainants
17 said timber and logs were sawed, but they
18 deny that they did so as stated in complain-
19 ants bill. They aver that before selling said
20 mill and engine, they went to said complainant
21 and he agreed that they might procure some
22 other mill-man to finish up the sawing
23 of said timber upon the same terms
24 and contract that your respondents had
25 with him. Whereupon they did sell their
26 mill and engine and made a contract
27 with gentleman Hale & Cook to finish
28 up said contract on the same terms as your
29 respondents contract with said complain-
30 ant, but Campit. refused to let Cook & Hale perform the work.

31 Your respondents emphatically deny
32 that the timber they sawed of said Camp.

1 They were to sell and collect the money there-
2 for and pay over one-half of the sales
3 to the complainant and they retain
4 the other half. They aver on the contrary
5 that they were to saw the logs for one-
6 half of the lumber. After your respondents
7 entered upon said work, said complainant
8 employed your respondents to sell his
9 half of said lumber, and by virtue of
10 this employment they did sell most of
11 his half of the same, and have accounted
12 with him for the amount so sold, in the
13 manner shown in statement (A & B) heretofore
14 filed in this answer. For making sales of
15 said complainant's part of said lumber
16 they expected to have a reasonable com-
17 pensation therefor, and your respondents
18 aver that a reasonable compensation
19 would be \$5-7⁰⁰. Your respondents further
20 deny that they agreed that they should dur-
21 ing the existence of their said contract
22 with the said complainant operate only
23 on the lumber furnished by him.
24 Your respondents will further aver that
25 the said A. W. Couck is not indebted to
26 them for any thing on account of any
27 lumber purchased from them, but they
28 say that he was indebted to them, ^{and said complt.} in the
29 sum of \$142.⁵⁰ for lumber, but some days
30 before they had any notice of the proceedings
31 of said Comp. against them, they settled
32 with said Couck and he paid them \$71-

1 Their half of the same, leaving in his hands the
2 \$271⁰⁰ due to said ^{Mygal} ~~Mygal~~
3 Your respondents aver and charge that
4 said Comp. was to keep on said yard
5 logs sufficient to keep their mill in
6 constant employment, but this he failed
7 and neglected to do, and on account
8 of said failure on the part of said Comp.
9 their mill was idle from 30 to 40 days
10 and they aver that they were damaged by
11 said failure not less than \$500⁰⁰

12 Your respondents further deny that they
13 are insolvent but ^{they admit that} ~~they~~ they are not "pecu-
14 niarily liable" for the said debt of Cook or
15 any thing else in his bill.

16 Your respondents say that if said Comp.
17 is damaged any thing by reason of the sale
18 of their mill it is brought about by his
19 own act, because they would not have
20 sold their mill had he not consented
21 thereto and had ~~complaint~~ ^{complaint} kept logs at their
22 mill as he had ~~to do~~ ^{to do} his ~~time~~ ^{time} ~~was~~ ^{was} would all
23 have been saved before said mill was sold.

24 Your respondents aver that said Comp.
25 was to furnish the wagon in which to haul
26 the water to said lost saw mill yard, but
27 this he did not do. So they had to furnish
28 a wagon for that purpose about fifty
29 days and the use of that wagon was rea-
30 sonably worth fifty cents per day. Your
31 respondents aver that Comp. was to clear
32 off the yards of both sets, but this he failed
33 to do and your respondents had the work to
34 do and ^{the same} was worth \$15⁰⁰ for both. From

1 The first to the last plant of said mill
2 your respondents aver that the Complt.
3 was to be at the expense of moving said
4 mill, but he did not pay for the moving
5 of the same, which was reasonably worth
6 \$30⁰⁰. Your respondents also aver
7 that Complt. was to procure a right of
8 way to haul water on from G. W. S. Baileys
9 spring, but this he failed to do, and
10 your respondents had to pay him \$5⁰⁰ for
11 such right of way. Your respondents
12 aver that said Complt. was to furnish
13 and procure a right of way over Dalton
14 Miles land from the saw mill site to
15 the public road, and this as much of the
16 contract on the part of Complt. was not
17 complied with and they had for such
18 right of way to pay said Miles \$600 for
19 the same. This sum however was paid in
20 lumber of which Complt. had a half in
21 trust. Respondents further deny that said
22 Complainant is in any^{way} damaged by these acts
23 or failures but on the contrary as above stated
24 they have been very greatly damaged by his
25 many failures as above detailed. Respond
26 ents deny that Complainant had 600 or 700 logs
27 on said yard at the time they sold their mill
28 and a large portion of these are not worth any thing for lumber ~~to~~
29 but there was on said yard some 200 logs and
30 that are of value. These would have been sawed by Messrs. Connelly
31 & Hale had Complainant allowed them to do so.
32 The mill used by respondents becoming badly
worn and out of order they sold it as above

1 stated and have since bought a new and much
2 better one and as there was no time fixed in
3 which they were to complete said contract
4 They are amply able to do so yet, provided
5 complainant will abide by his contract.

6 Now having fully answered the allega-
7 tions of said bill, They pray to be there dis-
8 missed with their reasonable costs in this
9 behalf expended. And they will ever pray &c

10 George Holiday

11 B. J. Gurry by
12 Deane & Pennington.

13
14 Virginia

15 In Court, to wit:

16 This day George Holiday and
17 B. J. Gurry personally appeared before me
18 in my county & State aforesaid and made
19 oath that the statements made in the fore-
20 going answer are true in so far as the
21 same are made on their own knowledge and
22 in so far as the same are made on the in-
23 formation of others they believe to be true.

24 Given under my hand this the 29th day
25 of March 1890.

26 John R. Gibson Clerk
27
28
29
30
31
32

830^{ca} 46

Holiday & Quay

ads. } Annex

New York

Filed in open court
by leave thereof on
the 1st April 1890

J. J. Leary C.

Newton Hygal Comptt

vs.

Holliday & Gentry Dft.

In Chancery

This cause came on a-
gain this day to be heard upon
the papers formerly read, the
report of coun. Hygal and
the agreement of said parties
in writing filed herein: On
consideration of all which it
is adjudged ordered and de-
creed that the plaintiff pay
one half the sheriff's and
clerk's costs and that the
defts pay the other half
of said clerk's & sheriff's
costs, but no attorneys fee
by said agreement is to be taxed.
And this cause is stricken
from the docket.

Martin Hygal

vs } Decia Lina

Holliday & Query

Ento. Chy. O. B.

330-1. Apr. 3^d 1891

Hyatt

Ento. Chy.
April 3 1891.

Hyatt

Newton Wygab,

against

Holliday & Merry et al,

} Lecky

This cause came on this day to be heard upon the bill of the plff, the answer of the defendants Holliday & Merry and the bill taken for confessed as to the other defendants, and was argued by Counsel and it appearing to the Court that an enquiry into the state of accounts between the parties is necessary. John A. G. Hyatt, who is hereby appointed a Special Commissioner who will after duly notifying the parties of the time & place of his sitting enquire and report, how much if anything the defendants owe the plff, or the plffs owe the defendants, how much, what accounts have been collected by either party & how much and from whom collected. He will reduce the evidence of the parties to writing and report to the next term of this court his action and all matters deemed

Newton Hygal

of Decree.

Halliday Query

Cutd page 307

Co. Cook #3.

J. A. G. Hygal
CCSL

Enter this

Dec. 8th. 1890

H. A. G. Hygal

permanently determined or requires
the entire society - and the cause
is continued.

Courts Office No. 47891
To the Hon. W. S. E. Morrison
Judge of the Circuit Court for
Lee County Virginia.

Your undersigned Special
Commissioner respectfully
reports, that in obedience
to the requirements of a
decree entered in the Chancery
Cause of Newton Hygal vs
Holliday and Esierly et al
entered on the 3rd day of
December 1890,

I proceeded, after
having given the parties
full notice, on the 26th
Febry 1891, to perform the
duties assigned me.

The parties came forward
promptly and after considerable
rehearsal and calculation
mutually agreed to settle all
matters of difference between
themselves, thereby leaving off
the necessity of taking proof
on either side.

And as shown by
an agreement herein
filed

Marked "W. H. Q." this suit
is to be dismissed and
each party is to pay one
half the Clerks & Sheriff's
Costs; and each one is
to settle with his own
attorney.

Respectfully Submitted
J. A. Hyatt Quinn

Holliday ^{2d} Query
ad ^{3d} Court's Report
Newton Wygal

Filed March 3^d 1891.
J. A. G. Hyatt

Court's fee \$18.

We the undersigned having
been summoned to appear
before a commissioner in the
Chancery Cause of Newton
Mygal vs Holliday & Query
et al; pursuant to a decree
entered in said Cause Decr.
3^d 1890, have this day appeared
and mutually agreed upon
and settled all matters of
difference between ourselves
in this suit, in the following
manner to wit: By transferring
outstanding debts or accounts due
the firm of Holliday & Query
to the amount of \$232.67, to
the said Mygal - the said
Holliday and Query guaranteeing
the account to be just and due
but do not guarantee the
solvency of the parties who
owe the accounts, and each
party is to pay their own attorney
and one half the clerk & sheriff's

Newton Hygal
vs ³/₃ Agreement
Holliday & Cherry

Filed Feby. 28 1891
J. H. Hyatt C

W. H. Q

Costs, and the writ is to be
dismissed at the coming
March Term 1891.
Lynceus and her son Henry
Thos Holliday 28th 1891.

Newton Hygal
Holliday & Cherry
By Geo. Holliday

Statement of Holiday & Querry showing
the timber sawed for Newk Thygal
and how the same was disposed of
and to whom and at what price per m

5	Smith & Sewell	22584 ft	@ \$8- per m	180	67
6	G. H. S. Bailey	550 "	@ \$8.00 "	4	40
7	do	175 "	@ 4 ⁰⁰ per		70
8	L. M. Slump	442 "	@ \$8 ⁰⁰	3	53
9	A. M. Gains	450 "	@ \$8 ⁰⁰ per m	3	60
10	H. P. Dryden	292 "	@ 8 ⁰⁰ " "	2	53
11	J. M. Cook	150 "	@ 8 ⁰⁰ " "	1	20
12	C. F. Cook	2192 "	@ \$8 ⁰⁰ " "	17	53
13	Silas Hale	4395 "	@ \$8 " "	35	16
14	John Henderson	4562 "	@ 10 ⁰⁰ " "	45	62
15	James Pennington Jr	420 "	@ \$8 " "	3	36
16	Newk Thygal	2288 "	@ \$1 ⁰⁰ " "	17	80
17	George Crabtree	6150 "	@ \$8 ⁰⁰ " "	1	20
18	Leitch DeVault	150 "	@ 8 ⁰⁰ " "	1	20
19	Alex Linton	150 "	@ 8 ⁰⁰ " "	1	20
20	D. C. Hardward	681 "	@ 8 ⁰⁰ " "	5	40
21	James Pennington Sr	418 "	@ 8 ⁰⁰ " "	3	35
22	Same	2195 "	@ 10 ⁰⁰ per m	21	95
23	"	303 "	@ \$6 ⁸⁰ " "	1	82
24	Sam. Graham	2040 "	@ 8 ⁰⁰ " "	16	32
25	Geo. Holiday	1576 "	@ 8 ⁰⁰ " "	12	60
26	Eth. Fleaury	354 "	@ 8 ⁰⁰ " "	2	87
27	B. J. Querry	637 "	@ 8 ⁰⁰ " "	5	10
28	H. P. Hood	6810 "	@ 10 ⁰⁰ " "	68	10
29	A. H. Cook	67890 "	@ 8 ⁰⁰ " "	543	12
30	H. M. Davidson	24272 "	@ 8 ⁰⁰ " "	194	18
31	A. P. Hymn	96 "	@ 8 ⁰⁰ " "		76
32	Amount over			\$194	80

1	Aut. brok over			11 92	90
+ 2	H. O. Ballou	318 ft. @ 10 ⁰⁰ per m		3 87	
+ 3	J. H. Orr	527 " @ 10 ⁰⁰ " "		5 27	
4	A. C. McNeil	1150 " @ 10 ⁰⁰ " "		11 50	
+ 5	J. N. Cridlin	400 " @ 10 ⁰⁰ " "		4 00	
6	A. M. Mason	906 " @ 10 ⁰⁰ " "		9 06	
+ 7	Mason & Montgomery	See exhibit "m + m"		160 15	
+ 8	Same	8691 ft @ \$12.50 per m This is another		108 64	
9	"	200 " @ \$7.50 " " " "		1 50	
10	S. P. Mynes & Co	8155 " @ 12.50 " "		101 94	
11	Same	730 " @ 10 ⁰⁰ " "		7 30	
12	McIntyre & Madden	370 " @ 12.50 " "		4 62	
+ 13	W. H. Harman	2738 @ \$12.50 " "		36 72	
14	Mason & Seavogs	12521 " @ 12.50 " "		167 00	
15	Hinton Bros & Co for C. H. Fish	14000 ft @ 10 ⁰⁰ per m		140 00	
16	"	by Wilson 4314 " @ 10 ⁰⁰ " "		43 14	
17	S. H. Hale	9303 ft @ 10 ⁰⁰ " "		93 03	
18	H. M. Davidson	3000 " @ 10 ⁰⁰ " "		30 00	
19	Frank Gibson	260 " @ 10 ⁰⁰ " "		2 60	
20	Wm. Hygal	2302 " @ 18 ⁰⁰ " "		18 41	
+ 21	G. H. S. Bailey	1162 " @ 8 ⁰⁰ " "		9 29	
21	G. H. S. Bailey	604 " @ 10 ⁰⁰ " "		6 04	
+ 22	Frank Shaugler	1000 " @ 6 ⁰⁰ " "		6 00	
22	Robt. Henderson	167 " @ 8 ⁰⁰ per m		1 29	
23	L. M. Slump	140 " @ 10 ⁰⁰ " "		1 40	
24	Total amt			\$ 2167 59	
25	One half thereof due Hygal			\$ 1088 79	
26	By appt of G. H. Bailey Treasurer		5 10		
27	" " " H. P. Bryden		2 40		
28	" " " C. A. Cook		10 81		
29	By " S. H. Hale Order		20 84		
30	" " " John Henderson		22 81		
31	" " " Wm. Hygal		45 50		
32	Amt. carried to page 2.			107 65	1088 79

1	amts - brok - from page 1	109 65	1083 79
2	By appt of D. Q. Howdward turned over	3 13	
3	" " " Sam Greenhau " "	16 32	
4	" " " Robt Vandemulen " "	1 29	
5	" Cash from A. H. Cook	205 28	
6	" amt - yet due from " for Thygal	71	
7	" Order to H. M. Davidson	77 13	
8	" appt of A. P. Hyman turned over	76	
9	" " " H. B. Ballou " "	3 18	
10	" " " J. H. Orr " "	5 27	
11	" " " J. N. Criddle " "	4 00	
12	" Cash from Myers	40 00	
13	" " " J. Pennington Sr.	10 00	
14	" " " Hirston Brothers per C. H. Fish	70 00	
15	" Chas Bonds & Co. Bank	168 09	737 10
16	amt - due Thygal -		346 19
17	Statute - No. 2. Showing		
18	what amts are unpaid by said		
19	purchasers of said lumber		
20	Smith & Sewell	180 67	
21	G. H. S. Bailey	6 04	
22	Marion & Wright & Co. Bal -	48 64	
	same dues	1 50	
23	H. M. Davidson	30 00	
24	Salas St. Hales Bal	107 35	
25	D. Q. Howdward bal	46	
26	James Pennington Sr	3 77	
27	A. C. McNeil	3 00	
28	A. M. Brown	7 06	
29	McIntyre & Madden	4 62	
30	Ash. Harman	6 72	
31	Frank Gibson	2 60	
32	" Spangler Lumber	2 00	
	amts carried over	406 43	346 19

unsettled accounts

1	Smith & Sewell	180	87
1	Silas Hove	35	16
1	John Henderson	48	62
1	Newton Wygal	36	21
1	S. A. Woodward	5	45
1	James Pennington Es	23	77
1	Eliz Flanagan	2	87
1	A W Conk	543	12
1	W M Davidson	194	18
1	A C McNeil	11	80
1	J A Borden	9	06
1	Mason Montgomery & Co	2	88
1	S P Myers & Co	109	24
1	McIntyre & Madden	4	62
1	Mason Lemay & Co	167	00
1	Orr Fish	140	00
1	Kniston Bros	43	14
1	S H Hale	93	03
1	W M Davidson	30	00
1	Frank Libson	2	60
1	B J Quern	4	35
1	H W B Bailey	6	04
1	Frank Spangler	6	00
1	L M Sclump	1	40
1	C F Conk	3	06
1	Geo Miles	3	00
1	James McCarty	20	
1	James L Bowling	1	50
1	James J Blakemore	80	
		1706	17

Newton's Hygal
von Calculation
Holliday & Co.

KNOW ALL MEN BY THESE PRESENTS, That we

and *Thos. J. Ely and M. L. Slump* are held and firmly bound unto the Commonwealth of Virginia, in the sum of

One Thousand

dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *21st* day

of *February*,

one thousand eight hundred and

Ninety

The Condition of The Above Obligation is Such, That whereas the above bound

Newton Mygal

on

a

bill in Chancery against

George Holiday

and *Benj. F. Query et al*

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injunction to injoin and restrain *said Holiday & Query* from collecting any of the debts due for lumber upon contracts in the Bill mentioned & also arising *A. M. Leach* from paying to them *Holiday & Query* a certain debt of *250¢* for lumber in the Bill mentioned

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until

he

, or some one for

him,

shall enter into a

bond, with good security, in the clerk's of of the said court, payable to the Commonwealth

of Virginia, in the penalty of *One Thousand Dollars*

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff,

and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said *Newton Mygal* shall pay all such costs as

may be awarded against *him*, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

J. A. G. Hyatt

Newton Mygal

(SEAL.)

Thomas J. Ely

(SEAL.)

M. L. Slump

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of the county of Lee, *Thos. J. Ely & M. L. Slump*

and made oath that *they* own estate, after the payment of all *their* just debts, and those for which he *are* bound as security for others and expect to pay,

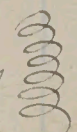
worth the sum of *Nine thousand* dollars,

over and above exemptions allowed by law.

Given under my hand this *21st* day of *February* 18*90*.

Teste:

J. A. G. Hyatt Clerk.

Newton Wiggall
vs  Bond

Holiday and Query

Filed Feby 22nd 1890.

J. A. Hyatt C

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

George Holliday
Benj. H. Query and A. W. Cook

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *March* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *Newton Hyatt*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *22nd* day of *February* 18*90*, in the 11*th* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

